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SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

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Type of Instrument: MORTGAGE/MMM **Recorded: 03/29/2006**
Number of Pages: 12 **At: 11:21:44 AM**
Receipt Number : 06-0031284
MORTGAGE NUMBER: CW143865 **LIBER: M00021265**
PAGE: 454

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District:	Section:	Block:	Lot:
0902	016.01	01.00	001.000

EXAMINED AND CHARGED AS FOLLOWS

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Mortgage Amount: $125,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	$36.00	NO	Handling	$5.00	NO
COE	$5.00	NO	NYS SRCHG	$15.00	NO
Affidavit	$0.00	NO	Cert.Copies	$0.00	NO
RPT	$30.00	NO	SCTM	$0.00	NO
Mort.Basic	$625.00	NO	Mort.Addl	$345.00	NO
Mort.SplAddl	$0.00	NO	Mort.SplAsst	$312.50	NO
			Fees Paid	$1,373.50	

MORTGAGE NUMBER: CW143865

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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Number of pages 12

TORRENS

Serial # _____

Certificate # Not For Legal Use

Prior Ctf. # _____

RECORDED
2006 Mar 29 11:21:44 AM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L M00021265
P 454
CW143865

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps

3 FEES

Page / Filing Fee			
Handling	5. 00		
TP-584			
Notation			
EA-52 17 (County)		Sub Total	
EA-5217 (State)			
R.P.T.S.A.	30 —		
Comm. of Ed.	Fee 00		
Affidavit			
Certified Copy			
NYS Surcharge	15. 00	Sub Total	
Other		Grand Total	91

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SUFFOLK COUNTY SEAL NEW YORK

MC

Mortgage Amt.	$ 125,000 —
1. Basic Tax	—
2. Additional Tax	—
Sub Total	—
Spec./Assit. or Spec. /Add.	—
TOT. MTG. TAX	$ 1282 50
Dual Town ____ Dual County	—
Held for Appointment	_____
Transfer Tax	—
Mansion Tax	—

The property covered by this mortgage is or will be improved by a one or two family dwelling only.
YES X or NO _____
If NO, see appropriate tax clause on page # _____ of this instrument.

4 Dist.	Section	Block	Lot
		0902	01601 0100 001000

Real Property Tax Service Agency Verification

PTS RMMA A 21-MAR-06

5 **Community Preservation Fund**

Consideration Amount $ _____

CPF Tax Due $ _____

Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

GROUP 9, INC.
2150 CABOT BLVD. WEST
LANGHORNE, PA 19047

7 **Title Company Information**

Co. Name

Title #

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached EQUITY LINE OF CREDIT MORTGAGE made by:
(SPECIFY TYPE OF INSTRUMENT)

SHELLEY MARCS

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO

WASHINGTON MUTUAL BANK, FA

In the Township of Southampton
In the VILLAGE
or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

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Recording requested by and
when recorded return to:
2005 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.

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This Mortgage was prepared by:
Xiomara Martez
Washington Mutual Bank, FA
1707-8 VETERANS MEMORIAL HWY
ISLANDIA, NY 11749-1531

Washington Mutual

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WaMu Equity Plus™
CREDIT LINE MORTGAGE

Loan Number: 0683586143

THIS MORTGAGE is from:
SHELLEY MARKS

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whose address is: 234 Dune Rd Quogue, NY 11959
("Borrower"); in favor of:
Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America and whose address is 2273 N Green Valley Parkway, Suite #144 Henderson, NV 89014 ("Lender") and its successors or assigns.

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1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in SUFFOLK County, New York, described below, and all rights and interest in it Borrower ever gets:
Shown on Exhibit "A" attached hereto and made a part hereof by this reference.

This mortgage affects real property that is improved or will be improved by a one or two family residence.

Tax Parcel Number: 0902-016.01-01.00-001.000
together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning, and heating apparatus and equipment; and all

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blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

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All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. **Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a WaMu Equity Plus(TM) Agreement and Disclosure with Lender with a maximum credit limit of $125,000.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay, and re-borrow from time to time, up to the maximum credit limit stated above and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 03/07/2036 (the "Maturity Date"). All of this money is called the "Debt."

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(b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within twenty (20) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of the Lender.

3. **Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to

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deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower.

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5. **Sale, Transfer, or Further Encumbrance of Property.** The loan is personal to Borrower and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

6. **Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or Deed of Trust, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this paragraph, Lender is not obligated to do so.

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7. **Remedies for Default.**

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(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under New York law. Lender may seek any other remedies available to it under applicable New York law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under New York law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of New York.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

9. **Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and any action taken in bankruptcy proceedings as well as any appellate proceedings.

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10. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

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11. **Payoff Fee or Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

12. **Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of New York. In the event of any action hereunder or related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

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13. **Agreements about New York Lien Law.** Borrower will receive all amounts lent to Borrower by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four (4) months, or if the Property is not a single family dwelling, for at least eight (8) months, Borrower will (a) hold all amounts which it receives and which Borrower has a right to receive from Lender under the Note as a "trust fund"; and, (b) use those amounts to pay for that construction or work before Borrower uses them for any other purpose. The fact that Borrower is holding those amounts as a "trust fund" means that for any building or other improvements located on the Property, Borrower has a special responsibility under the law to use the amount in the manner described in Section 13 of this mortgage document.

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14. **Riders.** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Condominium Rider

☐ Planned Unit Development Rider

☐ Other: _____
(specify)

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0683586143

DATED AT Hampton Bays, New York this 3 day of March, 2024.

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BORROWER(S):

Shelley Marks

SHELLEY MARKS

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Not For Legal Use

Not For Legal Use

Not For Legal Use

0683586143

State of New York)
Not For Legal Use
County of Suffolk) ss.

On the 3 day of March in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared

SHELLEY MARKS and

and

and

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and

and

and

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

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Janet A. Benson
Notary Public

JANET A. BENSON
NOTARY PUBLIC, State of New York
No. 01BE6041598
Qualified In Suffolk County
Commission Expires May 8, 2006

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Recording Requested by: Lender
when recorded return to:
2005 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.

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This document was prepared by:
Xiomara Martez
Washington Mutual Bank, FA
1707-8 VETERANS MEMORIAL HWY
ISLANDIA, NY 11749-1571

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Washington Mutual

CONDOMINIUM RIDER

Loan Number: 0683586143

THIS CONDOMINIUM RIDER is made this 3rd day of March, 2006 and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with:

Washington Mutual Bank, FA ("Lender"). The Security Instrument covers certain real property located at:

234 Dune Rd
Quogue, NY 11959

and described more fully therein. Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as DUNE ROAD CONDOMINIUM (herein "Condominium Project"). If the owners' association or other entity which acts for the Condominium Project (the "Owners' Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

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CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

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B. **Hazard Insurance.** So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess, if any, paid to Borrower.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

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F. **Voting Rights; Notice of Meetings.** Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.

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G. **No Liability.** Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

H. **Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

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0683586143

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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SHELLEY MARKS

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Exhibit "A"

Loan#: 0683586143

LYING AND BEING LOCATED IN THE TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, STATE OF NEW YORK, BEING THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

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ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING THE UNIT KNOWN AS UNIT 1 (HEREINAFTER CALLED "THE UNIT") IN THE BUILDING KNOWN AS DUNE ROAD CONDOMINIUM AND BY THE STREET NUMBER 234 DUNE ROAD (UNIT #1) AT QUOGUE, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK DESIGNATED AND DESCRIBED AS APARTMENT UNIT NO. 1 IN THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP (HEREINAFTER CALLED THE "PROPERTY"), MADE BY THE GRANTOR UNDER THE CONDOMINIUM ACT OF THE STATE OF NEW YORK (ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK) DATED 8/3/93, RECORDED IN THE OFFICE OF THE CLERK IN THE COUNTY OF SUFFOLK ON THE 7TH DAY OF OCTOBER 1993 IN LIBER 11647 AT PAGE 175 AS AMENDED BY FIRST AMENDMENT AS TO AUGUST 8/4/93 (HEREINAFTER CALLED THE "DECLARATION"), AND DESIGNATED ALSO AS TAX LOT NO 001.000 IN DISTRICT NO. 0902 SECTION NO. 016.01 IN BLOCK NO. 01.00 ON TAX MAP OF THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE COUNTY OF SUFFOLK, ON THE FLOOR PLANS AND SITE PLAN ('THE FLOOR PLANS") CERTIFIED BY DONALD JEWEL, ARCHITECTS, FILED IN THE SAID CLERK'S OFFICE AS CONDOMINIUM PLAN NO. 252.

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TOGETHER WITH AN UNDIVIDED 47 PERCENT INTEREST APPURTENANT TO THE UNIT IN THE COMMON ELEMENTS OF THE PROPERTY